

Exhibit 18

Deposition of Jon Fitch
(February 15, 2017) (excerpted)

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

Cung Le, Nathan Quarry, Jon Fitch) Case No: 2:15-cv-01045-RFB(PAL)
Brandon Vera, Luis Javier Vasquez,))
and Kyle Kingsbury on behalf of))
themselves and all others))
similarly situated,))
))
Plaintiffs,))
))
vs.))
))
Zuffa, LLC, d/b/a Ultimate))
Fighting Championship and UFC,))
))
))
Defendants.))

VIDEO DEPOSITION OF JON FITCH
taken at, Boies, Schiller & Flexner,
300 South Fourth Street, Suite 800,
Las Vegas, Nevada 89101 beginning at 9:23 A.M.
and ending at 4:54 P.M.on Wednesday, February 15, 2017

Reported by:
Sarah Padilla, CCR NO. 929
Job No. 296624 Pages 1-257

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1 BY MR. WIDNELL:

2 Q Okay. So did anyone as Zinkin tell you
3 about communications they had had with Zuffa that
4 indicated that Zuffa was unhappy with something you
5 had done?

6 A No. Not that I can remember, but I'm not
7 ruling it out.

8 Q So how in your mind were you punished by
9 Zuffa?

10 A I was fired for not wanting to sign a
11 contract for no money forever.

12 Q That was the video game incident, isn't
13 it?

14 A Yup.

15 Q Okay. Were there other instances where
16 you were punished by Zuffa?

17 A Other than -- nothing that is like a
18 blatant measurable thing. They used a number of
19 different tactics in order to create enough power to
20 reign over us and instill fear over us with minor
21 comments. You know, trying to get us to perform for
22 them before the fights in their prefight speeches.
23 You know, there were threats there. If you don't
24 fight a certain way, you're not going to be
25 rewarded.

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1 Q So can you give me an example of that?

2 A Before the fights, Dana would always pull
3 all the fighters into a room without manager
4 management or the corner, just fighters and him and
5 his security. And he would give a speech about how
6 we're all in this together, and then somewhere in
7 throughout that, there would be a minimal threat
8 about leaving it all in the cage and, you know,
9 putting on a show or whatever. If you couldn't live
10 up to that, there would be -- you wouldn't get
11 the -- you wouldn't get the good stuff, which wasn't
12 necessarily a threat, but it's do it the way we want
13 you to do or you're not going to get anything.

14 Q So what was the way that Zuffa wanted you
15 to do it?

16 MR. DELL'ANGELO: Objection to the form.

17 THE WITNESS: Whatever their opinion on
18 what sold their fights, they wanted, right, they
19 didn't care, well, I don't know how to -- I mean,
20 they wanted stand-up fights. They wanted Muay Thai.
21 They wanted Muay Thai with small gloves. Guys who
22 wrestled too much, guys who didn't fight their style
23 that they liked wouldn't be given certain
24 opportunities. They wouldn't be allowed to progress
25 and fight the next toughest guy.

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1 Demian Maia is in a position right now he
2 should be fighting for title, but since they don't
3 like his fighting style, he's being punished and not
4 given a chance to fight for title.

5 And that sends a clear message to every
6 other single fighter in the world, that if you're a
7 ground-based fight, you will not succeed on the same
8 level in UFC, not because you're not good enough and
9 you can't beat the guys at the top, but because they
10 just don't like that style.

11 BY MR. WIDNELL:

12 Q Do you know why they don't like that
13 style?

14 MR. DELL'ANGELO: Objection to the form.
15 You can answer if you know.

16 THE WITNESS: They don't understand it.
17 They're not good at it. I don't know.

18 BY MR. WIDNELL:

19 Q So it's never been communicated to you why
20 they don't like the style that you are describing, a
21 ground -- what did you call it?

22 A A ground-oriented-type fight.

23 Q Okay. And would that be more wrestling?

24 A More wrestling, grappling based, dimension
25 based.

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1 Q Rather than standing up and --

2 A Rock'em Sock'em Robots.

3 Q So no one at Zuffa has ever explained to
4 you why they have a preference for one style over
5 another?

6 MR. DELL'ANGELO: Object to form.

7 BY MR. WIDNELL:

8 Q Did anyone at Zuffa ever explain to you
9 why they have a preference for one style over
10 another?

11 A No. They never -- I never had
12 conversations with somebody from Zuffa explaining to
13 me why I was not getting benefits because of my
14 style. I never had that conversation.

15 Q Has anyone at Zuffa ever made a public
16 statement that you recall that explains why they
17 prefer one style over another?

18 A I think Dana has made statements. He's
19 called things boring. He doesn't like certain
20 things. But I think that's his opinion. And he
21 pushes his opinion a lot of times.

22 Q So we're talking about the ways that you
23 had been punished. We talked about the video game
24 incident. And then I think you said that there were
25 subtle ways that you interpreted as threats. Is

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1 that accurate, that description?

2 A Threats, fear, intimidation type of
3 things.

4 Q So can you give me an example of that kind
5 of threat?

6 MR. DELL'ANGELO: Objection. Asked and
7 answered.

8 THE WITNESS: Yeah, I've answered that.

9 BY MR. WIDNELL:

10 Q So we talked about how Dana would get the
11 fighters together before an event and say that he
12 preferred a certain style over another. Was that
13 the only example -- is that the only kind of threat
14 that he made?

15 A I mean, no. There is just little things,
16 things he makes in public statements, the fights he
17 gives to certain people, the place on the -- your
18 place in the pay-per-view lineup, whether you fight
19 on the pay per view or you fight on the TV card,
20 whether you get sent overseas, the opponents you get
21 matched up against. One of the ways they punished
22 me a lot of the times is they found me the toughest
23 guy they could find that nobody had ever heard of
24 before.

25 So they took really tough amateur-type

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1 guys, but the crowd didn't know who they were. It's
2 a lose-lose fight for somebody with notoriety.
3 Because if you don't go in there -- if you go in
4 there and completely beat the guy up, fine, you were
5 supposed to. They didn't know who the other guy
6 was. You go in there and you win, but you don't
7 destroy the guy, oh, you suck now because you didn't
8 destroy a guy with no name. Or you lose, you lose
9 to a guy who has no name, and now your notoriety and
10 your value drops immensely. They may even cut you
11 because you lost.

12 So that is one of the most subtle ways
13 that they really put fear into people, is they
14 control your destiny. They control who you fight,
15 when you fight, and how much you fight for.

16 Q So which guys in your fight history fit
17 that category of really tough guys that nobody knew
18 about?

19 MR. DELL'ANGELO: At the UFC?

20 BY MR. WIDNELL:

21 Q At the UFC. Well, I assume it's at the
22 UFC since --

23 MR. DELL'ANGELO: Just want to be clear.

24 THE WITNESS: Well, my first fight, Brock
25 Larson, I hadn't done anything to irritate them yet.

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1 BY MR. WIDNELL:

2 Q Did you have notoriety at that point?

3 A I did, enough to almost make it onto the
4 Ultimate Fighting television show. I had enough
5 notoriety.

6 Q So let me just ask a quick question about
7 that. Would you say if you made it onto the
8 Ultimate Fighting show, that that makes you an elite
9 fighter?

10 MR. DELL'ANGELO: Objection to form to the
11 extent that it calls for a legal conclusion.

12 THE WITNESS: Man, I don't like it. It's
13 an opinion, I don't like it. But in a sense, like I
14 said, if you get that rubber stamp, it doesn't
15 necessarily make you elite to be on the show. But
16 if you win the show and you fight for the UFC, like
17 I said that rubber stamp, I'm a UFC veteran.

18 BY MR. WIDNELL:

19 Q Yeah. That's the distinction I'm trying
20 to get at.

21 A Yeah.

22 Q So if you fight for the UFC --

23 A So being on the show, maybe not.

24 Q Maybe not?

25 A Yeah.

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1 Q Okay.

2 A If you fight on the show and you lose and
3 you don't get the contract, maybe not. But that
4 show may give you the ability to raise your
5 notoriety, you fight at a smaller show and your
6 notoriety gains some more, and then you get the --
7 then you get the call.

8 Q Okay. And in your case, the fact that you
9 were being considered for the show meant that you
10 had the kind of notoriety that made you an elite
11 fight; is that correct?

12 A Yeah. Especially since it was the first
13 show. It's different, though. It's different now.
14 That first show, if you look at the level of
15 experience and competition to all the guys who were
16 on that show, they had all been around a long time.
17 You know, there were no newbies on that show.
18 Everybody there had ten fights or so.

19 Q So is it fair to say that in that first
20 show they were all elite fighters?

21 A It's a little different. The first maybe
22 two or three, I can't remember, and they even had a
23 come-back show, and those were old guys that had
24 fought in the UFC before. But, yeah, it's a sliding
25 scale. Because now it's less experienced guys

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1 getting in on the show. So I wouldn't say
2 necessarily. In fact, a lot of those guys who were
3 invited on that show, were invited on that show
4 because they may have been considered elite already
5 because they had notoriety. The UFC, people had
6 seen them fight, they'd seen videos, heard their
7 name, things like that.

8 Q So your first fight with Brock Larson was
9 a tough fight, was that to punish you?

10 A Not necessarily. But I -- I was set up to
11 lose that fight. He was undefeated. They were
12 going to try to start building him, right? Because
13 it was the 185-pound division was a weak division.
14 They didn't have a lot of guys, a lot of talent.
15 They needed star power.

16 So they had this undefeated guy from
17 Minnesota. They wanted to make him the Matt Hughes
18 of the weight class. I was brought in to lose.
19 Now, I hadn't had any real experience with Zuffa at
20 the time, so they didn't really have any reason to
21 punish me. But Zuffa and my management company were
22 already bitter rivals. They already hated each
23 other. DeWayne was no longer allowed in on
24 negotiations because him and Dana would just fight.

25 So there's possible -- possibility that he

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1 was trying to punish my management by setting me up
2 against this tough fight to lose. But I took it
3 anyways because I knew I was better than the guy and
4 I just needed to get my foot in the door. As soon
5 as I had my foot in the door, I was straight.

6 Q How'd you know it wasn't a case of they
7 were trying to punish Brock Larsen by matching him
8 with you?

9 MR. DELL'ANGELO: Object to form.

10 THE WITNESS: Of course I have to
11 speculate at this stuff, but he had an undefeated
12 record. He was more marketable at that point. He
13 had a large local following in Minnesota where he
14 was fighting. So just on paper, it looks likely
15 that that was the situation. Plus, I can't remember
16 fully, but he might have already been signed to a
17 multi-fight deal.

18 BY MR. WIDNELL:

19 Q And if you are signed to the a multi-fight
20 deal, they don't have an incentive to --

21 A They want to keep you. They have a reason
22 they want to keep you around. They don't want you
23 going somewhere else.

24 Q So that's actually one way that a
25 multi-fight deal might be a good thing. It shows

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1 that they're making an investment in you?

2 MR. DELL'ANGELO: Objection to the form.

3 THE WITNESS: Yeah, I wouldn't say it's a
4 good thing. Just they want to make sure no one has
5 access to you.

6 BY MR. WIDNELL:

7 Q And why do they want to make sure nobody
8 else has access to you?

9 A Because your notoriety could bring
10 notoriety to a rival competition.

11 Q Okay.

12 A If I have notoriety and I go to a promoter
13 who no one knows about, I'd bring all those fans
14 with me. That's why they do it.

15 Q Is there any other reason why they would
16 have want to have a multi-fight contract?

17 MR. DELL'ANGELO: Objection to the form.
18 Calls for speculation.

19 THE WITNESS: To my understanding, I mean,
20 it makes a lot of sense why the UFC would want a
21 multi-fight contract, they keep all the talent, you
22 can't go nowhere else, no one else can compete. Of
23 course it's beneficial for the UFC contracts for the
24 UFC to have multi-fight contracts.

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1 BY MR. WIDNELL:

2 Q And it sounds like it's your opinion that
3 if you have a multi-fight contract, they're going to
4 try and give that fighter better fights; is that
5 correct?

6 MR. DELL'ANGELO: Objection to form
7 mischaracterizes the witness's testimony.

8 THE WITNESS: Yeah. No, I'm not saying
9 that at all.

10 BY MR. WIDNELL:

11 Q Okay. I thought I'd heard that based on
12 the description of why they were matching you with
13 Brock Larsen. But that's not the case?

14 A No, that's not the case. I was just
15 guessing, straight up guessing that he might have
16 had a multi-fight contract. The situations we were
17 looking at, I was brought in short notice to fight,
18 so I didn't have as much time to prepare. I didn't
19 have zero against, you know, he was like 16 and 0,
20 when you have an 0 you're highly marketable. He
21 already had a large following in Minnesota where he
22 was fighting.

23 I didn't have much of a following because
24 I jumped from show to show to show. His coach was
25 my coach, his jiu-jitsu coach at the time, David

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1 Q If you win; is that correct?
 2 A Yes, only if you win.
 3 Q Okay. And then the next bout after that
 4 would have been 38/38 if you win; is that correct?
 5 A Uh-huh.
 6 Q And then the next bout after that would
 7 have been 42/42 if you won; is that correct?
 8 A Correct.
 9 Q Okay. And based on the date of your
 10 signature of that contract, can you tell me which
 11 fights would have been covered?
 12 MR. DELL'ANGELO: Objection to the form.
 13 Calls for a legal conclusion.
 14 THE WITNESS: I can't be a hundred percent
 15 sure what the date on this one is. That would be
 16 either Chris Wilson GSP, Gono, Paulo Thiago, I
 17 believe.
 18 BY MR. WIDNELL:
 19 Q If you had fought all four fights on the
 20 contract?
 21 A Yes, I fought all four on that.
 22 Q Ah, so now let's go to Exhibit 54 --
 23 A Correct.
 24 Q -- and see when that was signed. So can
 25 you tell from when that was signed whether you

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1 fought all four fights under the contract that's
 2 Exhibit 51?
 3 A I don't believe I did. Looks like I was
 4 forced to re-sign before the Paulo Thiago fight, the
 5 UFC 100.
 6 Q Okay.
 7 A That is July 11, 2009.
 8 Q Okay. And for Exhibit 54, for that
 9 contract, can you tell me what your compensation for
 10 the first fight was?
 11 A I believe 45 and 45.
 12 Q Okay. So it is 45,000 and 45,000. Now,
 13 let's go back to Exhibit 51. We talked about the
 14 compensation. Can you look at your fight history
 15 and tell me what compensation you actually would
 16 have gotten based on your wins and losses?
 17 A For which fight?
 18 Q So let me ask it this way. So Chris
 19 Wilson was the first fight on that contract, I think
 20 we've established; is that correct?
 21 A Yes.
 22 Q And your starting compensation was
 23 30,000/30,000; right.
 24 A Uh-huh.
 25 Q So for the first fight on that contract,

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1 for Chris Wilson, would you have been paid
 2 30,000/30,000?
 3 A No, because we started a new agreement.
 4 Q Isn't this the new agreement?
 5 A Huh-uh.
 6 Q I thought that this was the agreement that
 7 covered Chris Wilson.
 8 A What do you mean?
 9 Q I thought that this was the agreement that
 10 covered Chris Wilson, Exhibit 51?
 11 A No. I'm sorry. I don't understand what
 12 you are asking.
 13 MR. MAYSEY: Can we go off record for a
 14 second?
 15 MR. DELL'ANGELO: No, don't go off the
 16 record. Let him finish his answer.
 17 THE WITNESS: Yeah, I don't understand
 18 what you're saying. Under the new agreement I would
 19 have fought for 45 and 45. If I would have finished
 20 the other agreement, it would have been 42, but I
 21 did not finish the agreement.
 22 MR. WIDNELL: Okay, so.
 23 MR. DELL'ANGELO: Can you excuse me,
 24 counsel, before you proceed.
 25 MR. WIDNELL: Yeah, did you want to go off

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1 the record?
 2 MR. DELL'ANGELO: We don't have to go off
 3 the record. I think there's a lack of clarity about
 4 one of the exhibits that I think Mr. Masey has. And
 5 I just ask you let him clarify with you.
 6 MR. WIDNELL: Sure.
 7 MR. MAYSEY: So Exhibit 54, can you read
 8 off the Bates label.
 9 MR. WIDNELL: ZFL0414089.
 10 MR. DELL'ANGELO: I think Mr. Masey got
 11 two of 53 but not one of 54.
 12 MR. MAYSEY: I got two of 53.
 13 MR. DELL'ANGELO: Ah. Which is leading to
 14 a little bit of confusion.
 15 MR. McSWEENEY: Ah, I see. My apologies.
 16 Is that all we need to cover?
 17 MR. DELL'ANGELO: Yes, thank you for your
 18 indulgence.
 19 BY MR. WIDNELL:
 20 Q So I just want to go back to Exhibit 51.
 21 And I'm just trying to figure out what you would
 22 have gotten paid for -- right now, just what you
 23 would have gotten paid for the Chris Wilson fight.
 24 Which Chris Wilson was the first fight under the
 25 contract in Exhibit 51; is that correct?

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1 A Yeah.
 2 Q And would have been -- and based on the
 3 compensation on page 5 of Exhibit 51, you would have
 4 been paid 30,000 and 30,000; is that correct?
 5 A Yeah; on the last set of contracts, first
 6 promotional agreement, the first fight was 30.
 7 Q 30/30?
 8 A And 34/34, 38/38. All the way up to 42.
 9 Q Okay. So for the very first fight you
 10 would have been paid 30/30?
 11 A Yup.
 12 Q And you won that fight; right?
 13 A Yes.
 14 Q And so for the next fight, which was your
 15 fight with GSP?
 16 A Uh-huh.
 17 Q You would have been paid 34/34 if you won?
 18 A If I won, but I did not.
 19 Q But you didn't win, so you would have been
 20 paid 34; is that correct?
 21 A Yes.
 22 Q And then because you didn't win your next
 23 fight, you would have been paid 34/34 also; is that
 24 right?
 25 A Yes.

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1 Q Okay. And you won that next fight?
 2 A Yes.
 3 Q So for the last fight on the contract, you
 4 would have been paid 38/38; is that correct?
 5 A I believe so.
 6 Q But you said that they forced you to
 7 re-sign so that you were now paid 45/45; is that
 8 correct?
 9 A Because if I would not have signed, I
 10 would not have gotten another fight for a year,
 11 which at that time I hadn't made enough money to sit
 12 out a year. I probably would have had to retire.
 13 And there was no other place for me to go to make --
 14 to make any money, so in that sense, yeah.
 15 Q And the reason why you would have to had
 16 sit out a year is because after you finished your
 17 fight --
 18 A Because if I didn't sign up, if I didn't
 19 to do the re-up with the contract, I wouldn't have
 20 gotten a bout agreement.
 21 Q Until?
 22 A They would have exercised their time limit
 23 term to the full.
 24 Q And the reason you know about that is
 25 because you heard about Huerta?

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1 A Because they had done it to other people.
 2 Q And you've heard about -- you gave one
 3 other example; is that correct?
 4 A Huerta and Arlovski.
 5 Q So you know two examples --
 6 A I know of two examples where the guys were
 7 brave enough to see it through. Most guys know if
 8 you don't sign the re-up, you don't get your bout
 9 agreement. If you don't get your bout agreement,
 10 you don't get paid, you don't get money, you can't
 11 feed your children.
 12 Q You don't get your bout agreement,
 13 according to you. And --
 14 A According to most, yeah.
 15 Q Okay.
 16 A According to management, according to
 17 other fighters, according to the media, news media.
 18 Q As you understand it?
 19 A As I understand it, yes.
 20 Q And I'm not trying to dispute your
 21 understanding. But the contract ends after some
 22 duration of time; correct?
 23 A It's supposed to end. But they just keep
 24 stacking up on top of it.
 25 Q So how do they stack up on top of it?

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1 A You sign a re-up.
 2 Q Okay, but outside of the re-up, if you
 3 really didn't want to sign the re-up, the contract
 4 would end after the duration of the contract, which
 5 in the case of Exhibit 51, I believe is 18 months,
 6 and then --
 7 A 18 months without making a dime. That
 8 would retire a fighter. We don't make that much
 9 money. You don't fight, you don't work for 18
 10 months, you're not going to survive, you're not
 11 going to live. You don't get a choice.
 12 Q So you had fought a number of contracts --
 13 a number of the fights prior to the point where you
 14 were being considered for renegotiation; right?
 15 MR. DELL'ANGELO: Objection to the form.
 16 BY MR. WIDNELL:
 17 Q So let me put it this way. The contract
 18 started with -- or the time started running from the
 19 first fight of the contract, which was with Chris
 20 Wilson; is that correct?
 21 A Yes. I mean, I guess one of the things
 22 that I guess I need to be clear about is, because of
 23 the UFC's monopolistic position in the market and
 24 their dominance, their belt is the only belt. So
 25 there is no reason to go anywhere else. You're not

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1 going to make money, you're not going to achieve,
2 you're not going to be anything unless you fight for
3 their belt.

4 So that's another reason you're kind of
5 forced to re-up these contracts. There's nowhere --
6 that's why I say, there's nowhere else to go because
7 you're a fighter. Fighters fight for titles. The
8 most coveted title is the UFC title. You have
9 nowhere else to go.

10 Q And I understand that UFC maybe the most
11 attractive choice, and the next best choice may seem
12 to be a very bad choice. But what I'm trying to
13 understand is how they're forcing you to re-sign a
14 new contract. And I just want to make sure I
15 understand the mechanics of that. So my
16 understanding, just taking Exhibit 51 as an example,
17 is -- under Exhibit 51, there would have been an
18 18-month duration of the contract, correct?

19 A Uh-huh.

20 Q And at the point that you started
21 renegotiating, it was after your third fight, which
22 was on January 31 of 2009. So at that point there
23 was still eight months left on the contract when
24 they could schedule another fight for you; is that
25 correct?

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1 MR. DELL'ANGELO: Objection to the form.
2 Mischaracterizes the witness's testimony.

3 THE WITNESS: Yeah.

4 MR. WIDNELL: I'm trying to characterize
5 the contract, actually.

6 MR. DELL'ANGELO: Well, actually, one of
7 the things you did was you said there was a
8 negotiation, and I don't think the witness testified
9 there was a negotiation, so it mischaracterizes the
10 witness's testimony.

11 I appreciate what you're trying to do, and
12 I think clarification would be helpful, but you
13 didn't achieve it with that.

14 MR. WIDNELL: I understand what you're
15 saying about negotiation.

16 BY MR. WIDNELL:

17 Q So there was a point where you re-signed a
18 contract sometime after January 31 of 2009.

19 A Uh-huh.

20 Q Right? And at that point, the contract
21 that you were under had started in March 1st of
22 2008?

23 A Uh-huh.

24 Q So you had potentially nine more months
25 under the contract.

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1 A Uh-huh.

2 Q And then I understand there is a period of
3 exclusive negotiation?

4 A Uh-huh.

5 Q But then the way this gets to another year
6 of waiting --

7 A And matching, yeah.

8 Q -- is the matching part?

9 A Uh-huh.

10 Q Is that right?

11 A Yeah.

12 Q Because the matching period is another
13 year after that?

14 A They said I had nine months, so I had nine
15 months that I could have waited out. And I would
16 have been sat for that nine months. Then I would
17 have been given a contract to fight the last fight.
18 And then I have to sit and wait two months until I
19 can start taking offers from other people. And then
20 they have the right to match. You're talking about
21 two years of not fighting almost. That's going to
22 retire a guy. You can't -- there's no choice.

23 That's why I say forced. Because you're
24 in a position where -- and it's not a negotiation,
25 he's right, there's no negotiation. Here is what

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1 we're offering; take it or leave it. If you leave
2 it, you're quitting, you are retiring, you're not
3 going to survive in the sport anymore. There's
4 nowhere else to go.

5 Q Okay. So I understand that that's your
6 characterization of what happened. But I just want
7 to be clear. The way that you may get this to be
8 two years that you're going to have to sit around is
9 because the right to match is a year, and you don't
10 believe that other promoters would get you an offer
11 during that time period; is that correct?

12 MR. DELL'ANGELO: Objection.
13 Mischaracterizes the witness's testimony.

14 THE WITNESS: No. What I'm saying is
15 there is ample studies that show that matching
16 periods freezes markets.

17 BY MR. WIDNELL:

18 Q What do you mean by freeze market?

19 A They keep potential bidders from bidding.
20 It freezes them because they don't want to -- they
21 don't want to deal with the turmoil and struggle on
22 bidding on this guy and losing it. They'd rather
23 not do it at all.

24 Q So your position is that other bidders
25 won't bid during the matching period; is that

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1 THE WITNESS: I mean, it's similar, like I
2 said. I'll say it again, three-year-old with a
3 baseball bat and 900-pound gorilla with a baseball
4 bat. I mean, it's the same type of contracts. I
5 mean, these guys, these smaller shows copy the UFC.
6 There was a big hoopla a while ago about Ken Pavia
7 supplying Bellator with UFC contracts back in the
8 day. I mean, these organizations copied UFC's
9 contracts. I mean, they're all the same contracts.
10 But the idea of a three-year-old with a bat versus a
11 900-pound gorilla with a bat, these guys don't have
12 the power to inflict damage with what they're doing;
13 the UFC does.

14 BY MR. WIDNELL:

15 Q Okay. Let me refer you back to
16 Exhibit 51. If you look at 5.2 on page 5. It reads
17 "If, at the expiration of the term, fighter is then
18 the UFC champion, the term shall be automatically
19 extended for a period commencing on the termination
20 date and ending on the earlier of one year from the
21 termination date, or, two" -- I'm sorry -- "one year
22 from the termination date --

23 MR. DELL'ANGELO: Sorry to interrupt you,
24 Counsel, but the witness doesn't have the exhibit
25 and we need to get him oriented.

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1 MR. WIDNELL: Sorry. It's Exhibit 51,
2 page 5.

3 MR. DELL'ANGELO: Just flip it over to
4 make sure it's the right -- because they're the
5 same.

6 THE WITNESS: What page on 51?

7 BY MR. WIDNELL:

8 Q Page 5. And paragraph 5.2.

9 A Okay.

10 Q And let me just start at the beginning.
11 "If, at the expiration of the term, fighter is then
12 the UFC champion, the term shall be automatically
13 extended for a period commencing on the termination
14 date and ending on the earlier of, one, one year
15 from the termination date, or, two, the date on the
16 which fighter has participated in three bouts
17 promoted by Zuffa following the termination date."
18 That -- and then in parenthesis "extension term."
19 "Any reference to the term herein shall be deemed to
20 include a reference to the extension term where
21 applicable."

22 So I believe that is the championship
23 clause or the champion's clause. Is it your
24 understanding that that effectively locks the
25 champion in forever?

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1 MR. DELL'ANGELO: Object to the form to
2 the extent it calls for a legal conclusion.

3 THE WITNESS: As long as that fighter
4 wants to continue fighting and continues to win, he
5 will remain under contract with them. If he loses
6 or chooses to sit out for one year, it appears, and
7 sit out the matching period, you're talk about a
8 champion who could potentially be on the bench for
9 one year to two years. I mean, what does that do to
10 someone's value? How is he going to fight for any
11 money two years after he's fought?

12 Like, yeah. He would go from a very
13 lucrative position to not having much notoriety at
14 all in that situation. So you -- you don't really
15 have the option of not continuing to fight for them
16 forever. The only way out is if they cut you, if
17 they don't like you and they want to get rid of you.

18 Q Now, I believe you said that all the
19 fighters talk about what happens in the UFC. How
20 many times have you heard of a fighter talk about
21 this clause being invoked?

22 A Randy Couture was one. Chuck Liddell is
23 another. I mean, there's been a number over the
24 years. I can't remember them off the top of my
25 head, but I know they were a few guys, because

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1 champions want to fight the other champions who are
2 out there. And they can't do that currently like
3 this, you know. They're stuck.

4 Q So your understanding is, Randy Couture,
5 Chuck Liddell, and at least some other fighters have
6 not been able to leave the UFC because UFC used this
7 provision?

8 MR. DELL'ANGELO: Objection to form.

9 BY MR. WIDNELL:

10 Q Is that correct?

11 MR. DELL'ANGELO: Object to the form.
12 Mischaracterizes the witness's testimony.

13 THE WITNESS: No, it's not what I'm
14 saying. I'm saying that the UFC uses multiple
15 tools, including these contracts, to get people to
16 sign and be obedient, even if it's not in their best
17 interest.

18 BY MR. WIDNELL:

19 Q Okay. I understand that. I've heard you
20 say that. But what I'm really trying to ask about
21 is what instances are you aware of where this
22 provision, specifically, was invoked to keep a
23 champion from leaving the UFC?

24 A I answered that. That one instance that I
25 do know for sure was Randy Couture. And it was

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discussed, a lot of people at the time wanted Chuck to go and fight the Pride champion, unify the belts, and it never happened. But it's also the fact that there's nowhere else to go. The UFC has monopolized the market and made their belt the only belt worth having, right? Because they are the promoter and the sanctioning body. They control the belt that everybody wants. Everybody needs that belt. You're not going to make as much money doing anything else other than holding that belt. So yes, these contracts never end because you have nowhere else to go. They use multiple tentacles to make these things happen.

Q And you said that every fighter is affected by the champion clause, how were you affected by it?

A Well, I was a contracted UFC fighter, and the job and life goal and purpose for every fighter is to win the highest coveted belt, the most proclaimed, the most looked-up-to belt, and that's the UFC belt. So everyone who is fighting for that belt is affected by the provisions of that belt throughout the sport, throughout the company.

Q And how were you affected specifically?

MR. DELL'ANGELO: Objection to the form.

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Asked and answered.

THE WITNESS: Yeah. I believe I answered that.

BY MR. WIDNELL:

Q So what you said is, I'm saying that I have no problem -- you said, well, I was a contracted UFC fighter and the job and life goal and purpose of every fighter is to win the highest coveted belt, the most proclaimed --

A Title.

Q Title.

A Trophy, award.

Q So is the only way that you are affected by the championship clause that the championship is what you wanted to attain?

MR. DELL'ANGELO: Objection to the form. Mischaracterizes the testimony. Calls for a legal conclusion.

THE WITNESS: No.

BY MR. WIDNELL:

Q So how were you affected?

A I was affected the way that everyone was affected. We're all fighting for the same belt. So any terms and conditions around that belt affect everyone who is competing for it. We're not there

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competing for money. We're there competing for titles. We want the belt.

Q Okay. But you were never a champion; correct?

A Not in the UFC, no.

Q And your contract was never extended pursuant to section 5.2 of your contract; is that correct?

MR. DELL'ANGELO: Objection to the form.

THE WITNESS: It was in my contract, though, so it affected me. If it wasn't going to affect me, why would they put it in any contract. BY MR. WIDNELL:

Q So it affected your legal rights is what you're saying; is that correct?

A Yes.

Q Okay. Now, at WSOF you are a champion; right?

A Yes.

Q And the champion's clause does apply to you; is that correct?

A Correct.

Q Does that prevent you from being able to leave WSOF?

A Correct. But, again, we're going with the

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three-year-old and a baseball bat versus a 900-pound gorilla and a baseball bat. I'm getting screwed in each situation, but I'm not getting screwed as bad with the little guy. It doesn't hurt so bad when my little son hits me.

Q So how long do you have to stay with WSOF because of your champion clause?

MR. DELL'ANGELO: Objection to the form to the extent it calls for a legal conclusion.

THE WITNESS: Yeah, I'm not a hundred percent sure. I have a promotional rights agreement also. When that runs out, the provisions of the title stuff will kick in, but it's the same -- same thing. I mean, that provision is there, they all use it because the top dog is using it. If they didn't use it, the UFC would just pluck their champions, all the other champions every time. Every time someone won a belt, somebody would buy them up.

BY MR. WIDNELL:

Q Because the UFC would pay more for the champion than the organization's paying itself?

A Yeah. Not much, but they would just pay enough to keep that guy to put that other company out of business, because now they can't have a named

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1 fighter. If they built the guy up, they could steal
2 him away.

3 Q And when you were at UFC, the last fight
4 that you fought you were getting paid, was it 66/66?

5 A Yup.

6 Q What are you getting paid now?

7 A With the last fight, it was a title
8 defense, so I got a pay bump. When I won the belt,
9 I was paid 35 and 35, \$70,000 for winning a world
10 title, which is \$4,000 more than I got paid by
11 losing in the UFC. And then I made 50 and 50 for
12 this last fight.

13 Q Okay. So you're locked in into your next
14 fight. What will you be paid?

15 A I will be paid 55 and 55 for the next
16 fight.

17 Q Whereas, if you were at the UFC, the
18 championship clause would have locked you in. Do
19 you think you would have been paid more than the
20 66/66 if you'd become a champion?

21 MR. DELL'ANGELO: Objection to the form.
22 Calls for speculation.

23 THE WITNESS: It's impossible to know what
24 I could possibly be paid. You know, we don't have a
25 free unhindered market. So I wouldn't be able to

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1 figure out what my real worth is.

2 BY MR. WIDNELL:

3 Q Do champions at UFC get a percentage of
4 pay per view?

5 MR. DELL'ANGELO: Objection to the form.
6 Foundation.

7 THE WITNESS: UFC champions need to defend
8 their belt in order to get a piece of the pay per
9 view. But, I mean, that all depends on
10 negotiations, if they're able to get very much. I
11 mean, I can't recall the negotiation. It's pretty
12 standard with a lot of those guys, what they're
13 getting.

14 BY MR. WIDNELL:

15 Q So right now you're locked in at 50/50.
16 With the UFC you would be locked in at a higher rate
17 most likely; is that correct?

18 MR. DELL'ANGELO: Object to the form.
19 Mischaracterizes the witness's testimony.

20 THE WITNESS: I could guess. I would have
21 to -- I would have to guess by looking at what I was
22 getting paid when I got cut. And I would have to
23 guess by what my contemporaries are getting paid
24 also to figure that out. But chances are I would be
25 making considerably more money. But the funny thing

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1 is though that's probably a much smaller percentage
2 of the proceeds the companies are making that I
3 would get paid. I bet you I'm making a much bigger
4 percentage of what World Series of Fighting is
5 making for their shows versus what I made of what
6 the UFC is making. World Series ending up doing
7 gates of billions of dollars is not happening. They
8 give most of their tickets away at the gate.

9 BY MR. WIDNELL:

10 Q So when you said that WSOF's champion
11 clause has much less of an effect on you, it's
12 because you are making much -- a much larger
13 percentage of their overall revenue, even though
14 you're getting paid a lot less money. Is that what
15 you meant by WSOF's champion clause affected you?

16 A No, that's not what I mean.

17 MR. DELL'ANGELO: Objection to the form.
18 Mischaracterizes the witness's testimony.

19 THE WITNESS: No, that's not what I mean.
20 What's that question again? That wasn't what I
21 meant.

22 BY MR. WIDNELL:

23 Q When you said that the champion clause as
24 used by -- or the champion clause as used by the
25 WSOF had less of an effect on you. But it sounds

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1 like you're locked into a contract with a lower
2 compensation.

3 A Well, the thing with that is, I haven't --
4 we've seen guys go from World Series to UFC. I
5 don't know if there was any champions yet. It's a
6 new organization. But we have situations where guys
7 like Justin Gaethje is a champ, and he may be
8 allowed to leave. A lot of these guys are content
9 with being number two. So they're willing to
10 release some of the champions. I don't know.

11 Yeah, that's kind of the way it is. The
12 UFC got rid of me because they were paying me too
13 much. They didn't like me. And I had nowhere else
14 to go so, yeah, I'm stuck. I had to go there. I
15 don't like that contract, but there's no other
16 options. It's retire or do that.

17 Q So you've talked about how the UFC didn't
18 like you. I think you said it's because of stances
19 you took like the video game stances. Is that what
20 you think is the reason for why UFC doesn't like
21 you?

22 A That is one reason. The other reason is
23 because I am a more grappling-based fighter, and
24 they want stand-up fights because they want more
25 knockouts.